

ADEQUACY OF TRAINING OF IOWA PRINCIPALS FOR  
ADMINISTRATION OF NEGOTIATED CONTRACTS

An abstract of a Field Report by  
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The problem. Since Iowa has a relatively new collective bargaining law, are principals adequately trained to implement master contracts negotiated under this law?

Procedure. Literature was reviewed to determine training needed for contract administration. Principals were interviewed concerning their administrative training and experience as well as their opinions on training for contract administration. A comparison was made between the training deemed necessary in the literature and the training principals indicated was necessary. Courses of study and course descriptions for principal preparation programs offered by the four educational administration training institutions in Iowa were used to determine available training in contract administration. This information was also compared to training requirements.

Findings. Limited training is presently available which deals directly with contract administration although interviewed principals felt such training was essential. Most training principals now possess was found to have been by a trial and error process.

Conclusions: If principals are expected to possess necessary levels of competence in contract administration, training must be available.

Recommendations: All principal preparation programs should include a course in collective bargaining. Also, workshops and seminars dealing with current trends in contract administration should be offered. Universities and principal associations should jointly plan such activities using practitioners as resource persons.

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ADMINISTRATION OF NEGOTIATED CONTRACTS

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A Field Report  
Presented to  
The School of Graduate Studies  
Drake University

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In Partial Fulfillment  
of the Requirements for the Degree  
Specialist in Educational Administration

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by  
Gerald Leon Cowell

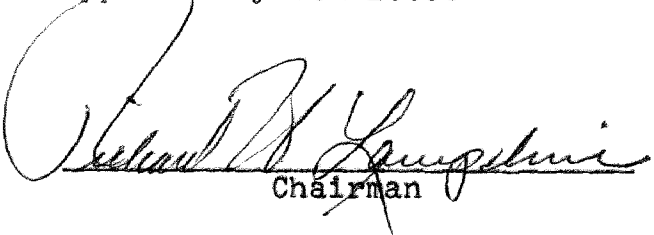
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## Chapter 1

### INTRODUCTION

Collective bargaining is not a new process in the field of education. Teachers in the United States first negotiated at Norwalk, Connecticut, in 1946. When the courts upheld the teachers' rights to negotiate in 1951, collective bargaining became a reality schools would face in future decades. This new concept did not spread as rapidly as many had thought mainly because most teachers considered labor negotiations very nonprofessional. By the 1960's opinions were changing. As a result, several states passed collective bargaining legislation. Early in the 1970's the Iowa legislature passed a professional negotiations law covering all public employees with teachers being the major force in the successful passage of this law.

As a result of Iowa's professional negotiations law, many changes have taken place in most educational systems. Each school district participating in negotiations is unique. Iowa's law mandates certain items to be negotiable. It also allows boards of education and teacher organizations to negotiate other items not mandated under the law if they are mutually agreed upon. The flexibility presents situations which exist only in this state.

## RATIONALE

The Iowa professional negotiations law presents only the mechanics involved in reaching a contractual agreement. After the contract is finalized and approved by the parties involved, it is the administration that must implement the negotiated items. Generally, the building principal is responsible for properly effecting this phase.

In order to determine if principals possess knowledge necessary to properly function in that role, it must be established what training is required. After requirements have been established, the skills of the principal can be compared with the essential requirements.

This comparison should indicate areas of sufficient and/or insufficient training of principals for implementing master contracts. The information obtained by this comparison can be most helpful to institutions training principals when their programs are evaluated in addition to being beneficial to practicing principals.

## STATEMENT OF THE PROBLEM

This field report shall attempt, through its collection and analysis of data, to answer the following question: Are principals adequately trained in the collective bargaining process so as to successfully implement negotiated contracts bargained under Iowa's professional negotiations law?

## METHODOLOGY

The basic questions to be answered in arriving at a solution to the problem presented in this field report are:

1. What training is essential if principals are to be expected to effectively implement negotiated contracts?
2. What training do principals now possess in that area?
3. What training is presently available in Iowa through universities and colleges?

In answering question Number 1, a thorough review of existing literature was made. This review was beneficial in determining necessary qualifications principals should possess for implementing master contracts. Also, principals currently working with master contracts were interviewed to determine their opinions as to the necessary training for master contract implementation.

Question Number 2 was answered by the interview process used to answer question Number 1.

Question Number 3 was determined by securing courses of study from the Iowa universities which have educational administrative training programs.

A letter outlining the format to be used during the interview was sent to each principal. This was done in an attempt to obtain more exact information during the personal interview.



Data obtained is presented in detail in this report. After necessary training was compared with actual training principals possess, conclusions were drawn as to the ability of principals to successfully implement master contracts. Also, courses of study offered at Iowa universities were compared with necessary training. From these comparisons, conclusions were drawn and recommendations were made.

### LIMITATIONS

Principals interviewed for this field study were from two athletic conferences in South-Central Iowa. Those athletic conferences were the Bluegrass and the Des Moines River. Findings derived may have been affected by the geographic location of those training institutions attended by the interviewees.

Since two athletic conferences have been selected as a sample, the population numbers are somewhat limited.

Collective bargaining in education is a very broad area which requires vast knowledge if properly mastered. This study with its restriction to the implementation phase looks at only one important segment of the collective bargaining issue.

The courses of study were limited to the four Iowa institutions providing administrative training. Those were: Drake University, University of Iowa, Iowa State University, and the University of Northern Iowa.

Upon completion of the literature review and the interviews, a comparison was made between the courses of study available in Iowa and the training deemed necessary for successful contract implementation. Conclusions and recommendations were made from this comparison.

## Chapter 2

### REVIEW OF LITERATURE

The proper training of principals has long been an area of great debate. Many practitioners feel a general education program provides the educational leader with a much better base from which to operate. Other administrators feel a highly specialized program is better since education has expanded beyond what can be comprehended by most administrative trainees. This debate will probably continue indefinitely. Therefore, most preparation programs are a mixture of general and specialized training influenced by the needs in their geographic area as well as by recent trends in educational systems.

A study of the high school principalship was conducted in 1977 by the National Association of Secondary School Principals. This study was compared with a similar study conducted by the same organization in 1965. In the section "Education of High School Principals," negotiations training rated among one of the top fifteen areas of course work thought essential in principal preparation.<sup>1</sup> The need

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<sup>1</sup>David R. Byrne, Susan A. Hines, and Lloyd E. McCleary, The Senior High School Principalship, Vol. I: The National Survey (Reston, Virginia: National Association of Secondary School Principals, 1978), p. 9.

demonstrated by these figures reflects a growing concern brought about by the increase of collective bargaining throughout the United States. It is interesting to note the high ranking of negotiations training when one considers the fact that several of the states do not have collective bargaining.

Another area covered by this national survey deals with "Constraints of the Principal in Fulfilling Responsibilities of his Job." Under the section detailing constraints within the school, those caused from teacher contract specifications are rated very high. When compared with all other areas, teacher contract specifications are rated the fourth highest "major restraint." The three areas rated higher than teacher contract specifications were: student lack of motivation, parents' lack of interest, and student absenteeism.<sup>1</sup> Here again problems have developed as a result of collective bargaining.

The problems described above are becoming more severe as the contracts negotiated between teacher associations and boards of education become more and more complex. Principals being the "middlemen" are becoming quite concerned in terms of the training needed to fulfill their duties under master contracts. This was reflected by Richard Dempsey when speaking before the National Association of Secondary School Principals National Convention in 1973. He stated:

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<sup>1</sup>Ibid., p. 55.

The NASSP (and its state affiliates) must apply appropriate pressure to colleges and universities to establish both pre-service and in-service programs for principals that will allow the neophyte as well as the veteran to understand the negotiations problems in the most positive manner possible.<sup>1</sup>

This outcry for professional help results from the growing concern of principals over their future role and how to function in that role. Lawrence Kanner states:

The principal's power and ability to "sanction" have a direct correlation. If we assume that most teacher agreements will contain increased protection for the membership of the association, the principal's ability to sanction will become limited; and, therefore, his power will be deluted. . . .<sup>2</sup>

Most training received by principals is based on the assumption that the principal possesses the necessary powers to enact guidelines essential for proper school management.<sup>3</sup> Some areas formerly controlled by principals which are being negotiated successfully by teacher organizations are: curriculum revision, extra duties, assignment of teachers, in-service training, reduction of staff, evaluation procedures, student discharge and disciplinary procedures, textbook determination, transfers, preparation time, and methods

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<sup>1</sup>Richard A. Dempsey, "Negotiations: The Road Ahead" (paper presented at the 57th NASSP's Annual Convention, Dallas, Texas, February, 1973).

<sup>2</sup>Lawrence T. Kanner, "Power in the Schools Whither the Administrators," National Association of Secondary School Principals Bulletin, 61 (December, 1977), 47.

<sup>3</sup>John W. Robinson, "The Principal as Decision Maker: Can Anyone Agree?" Oregon School Study Council Bulletin, 14 (March, 1971), 29.

of teaching.<sup>1</sup> The extent of teacher input and control in areas like those listed above is dependent on provisions of the particular contracts.

The effect on the educational process is great. Principals must recognize that collective bargaining is here to stay. The scope and sophistication is increasing as teachers gain more control of school organization with each new contract that is bargained.<sup>2</sup> The principal must understand all areas negotiated in the master contract which affect his areas of responsibility.

Interpretation of the provisions which have been negotiated is probably the most difficult task facing principals. If the principal has trouble in determining the intent of contract articles as a result of the inadequate contract language, misinterpretation may occur. If misinterpretation occurs, then misapplication will surely follow.<sup>3</sup> This misapplication will generally lead to teachers filing a grievance which may eventually lead to arbitration.

Much care must be taken when writing contracts in an attempt to reduce grievances. The principal should be

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<sup>1</sup>Richard W. Wilson, "Who Speaks for the Kids? Negotiations and the Learning Environment," National Association of Secondary School Principals Bulletin, 55 (December, 1971), 10-12.

<sup>2</sup>David C. Smith, "The Impact of Negotiations on Instruction," National Elementary School Principal, 53 (May/June, 1974), 68.

<sup>3</sup>Richard G. Neal, Grievance Procedure and Grievance Arbitration in Public Education, (Washington: Educational Services Bureau, Inc., 1971), p. 64.

aware of the criteria used by arbitrators for interpreting contract language. By understanding these standards, grievances may be settled at a lower level since the eventual outcome may be determined from this knowledge.

When the intent of the parties is being determined by the arbitrator, he inquires as to what the language was to mean at the time the contract was written. Generally, this meaning will govern rather than the meaning which can possibly be read into the language. Iowa's law presumes the parties involved in negotiations understood the terms of their contract and had intended the contract follow such terms.<sup>1</sup>

If there is disagreement between the parties concerning language, the arbitrator will generally follow the agreement exactly as expressed. A decision made in this way may be enforced even though the results are harsh or contrary to the original expectations of one of the parties.<sup>2</sup>

In the event that contract language may be interpreted two ways, with one interpretation making the agreement valid within the law and the other interpretation being unlawful, the lawful interpretation will be followed. This follows the assumption that both parties to such a contract intended to create a valid contract.<sup>3</sup>

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<sup>1</sup>"Basics in Writing Proposals and Counterproposals," ISEA Negotiations Packet printed by the Iowa State Education Association, August, 1976, p. 18.

<sup>2</sup>Ibid.

<sup>3</sup>Ibid., p. 19.

Unless indicated otherwise, arbitrators give words their ordinary and popularly accepted meaning. The word "may" is usually considered "permissive" unless strong evidence shows that a mandatory meaning was intended. Trade and technical terms are interpreted in much the same manner. Once a word or term has been interpreted as to its meaning in a particular contract, it shall prevail throughout the contract unless specific language indicates otherwise. On occasion a dictionary definition may be used if mutual understanding cannot be attained.<sup>1</sup>

When the language of an ambiguous contract has been interpreted with results leading to harsh, absurd, or non-sensical findings, the arbitrator will attempt to determine an alternative interpretation, equally consistent, which would lead to more reasonable and just results.<sup>2</sup> Many times an alternative is not available which may result in undue hardships on one of the contracting parties.

When contracts have clearly stated exceptions or guarantees, arbitrators have frequently found that there are no exceptions or guarantees other than those specifically detailed in the agreement. As a direct result of such decisions, most collective bargaining agreements contain the phrase, "included but not limited to." However, when general terms follow specific terms, the general words are

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<sup>1</sup>Ibid.

<sup>2</sup>Ibid., p. 20.



interpreted to cover only items of the same general nature as those specifically stated unless it is shown that a broader sense was intended. In the event there is conflict between specific language and general language in an agreement, the arbitrator will follow the specific language in his decision.<sup>1</sup>

Customs and past practices are used in many instances in an effort to determine intended meaning of an ambiguous provision. Prior grievance settlements offer aid to the arbitrator especially when the settlement has been by mutual agreement of both parties. However, past settlements are of little value if language is clear and past settlements are inconsistent with the language of the agreement. It is essential that contract provisions detail what is contemplated and to use language which does not leave the matter to doubt. When doubt exists, the party who proposed the ambiguous language generally will have that language work against their position.<sup>2</sup>

Booklets, manuals, and handbooks which have evolved by some process other than negotiations or agreement by the teacher associations will ordinarily carry little or no weight with an arbitrator in the interpretation of disputed contractual language. Administrators must use particular care when preparing directives which will be disseminated to

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<sup>1</sup>Ibid., p. 21.

<sup>2</sup>Ibid.

teachers working under master contracts. Administrators who fail to carefully plan their actions with regard to negotiated contracts will see their power to direct their school's educational program slowly erode in favor of teacher organizations. "The drive of teachers for increased power shows no sign of abating; it will continue to affect the traditional establishment."<sup>1</sup> This is not to say that through careful planning that teacher organizations will be stopped from making additional gains through the bargaining process, but certainly these gains could be held to a minimum by careful planning.

This careful planning becomes quite difficult at times especially when one considers that many contract provisions which affect the role and responsibility of the principal are negotiated without adequate communication, counsel, or involvement by principals (those who will be responsible for implementing many sections of the agreements once negotiations are completed).<sup>2</sup> Much of the fear that principals hold toward their relationship to negotiations stems from a lack of understanding of their particular responsibilities in negotiations and the administration of the master contract. Both of these potentially disastrous

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<sup>1</sup>Lawrence T. Kanner, "The Changing Role of Administration," National Association of Secondary School Principals Bulletin, 61 (April, 1977), 35.

<sup>2</sup>Paul W. Hersey, "Preparation is the Key to Effective Negotiations with Teachers--But Where is the Principal?" National Association of Secondary School Principals Bulletin, 61 (October, 1977), 81.

factors facing the principal can be largely eliminated through education and training in contract interpretation and administration.

A first step in easing the fears principals possess is a determination of the roles and responsibilities of each administrator in the school district. In determining what phase or phases in which the principal shall participate, the following classifications should be used: actual bargaining process, interpretation process, and implementation process.

The extent to which a principal is involved in the actual bargaining process depends on the structure of the organization of his particular school district. Most principals are not actively involved at the bargaining but serve as resource persons for the school board. This role is very beneficial to both the school board and the principal especially when collective bargaining has been in force during previous years. The principal will relate strong points as well as weak points of the current contract which should enable the school board to make better decisions.<sup>1</sup>

By working with the school board, the principal will gain insight into the contract which is being negotiated, therefore, making interpretation much easier at a later date should questions arise. If the principal has

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<sup>1</sup>Myron Lieberman, "You can be Sure the Teacher Union is not Overlooking It. How to Monitor the Contract you Bargain," The American School Board Journal, 163 (October, 1976), 27.

little or no voice during this process, he must accept a situation within which the authority of his position has been modified.<sup>1</sup> In this situation the principal may have difficulty surviving the change in the authority structure.

Interpretation of master contracts appears to be one segment of negotiations which has caused major problems for principals. The following clause is taken from a Michigan teachers' contract:

All conditions of employment, including teaching hours, extra compensation for duties outside regular teaching hours, relief periods, leaves, and general teaching conditions shall be maintained at not less than the highest minimum standard in effect in the district at the time this agreement is signed, provided that such conditions shall be improved for the benefit of teachers as required by the express provisions of this agreement.<sup>2</sup>

The clause shown above could be grieved anytime a teacher felt "general teaching conditions" at less than the highest minimum standards at the time the agreement was signed.<sup>3</sup> Daily grievances would be very possible if contracts contain language such as illustrated from this Michigan contract. Ideally, administrative teams would hold sessions to detail master contract provisions which should enable principals to understand mechanics of the total

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<sup>1</sup>Bernard C. Watson, "Teacher Militancy and Collective Negotiations," Perspectives on the Changing Role of the Principal, ed. Richard W. Saxe (Springfield, Illinois: Bannerstone House, 1968), p. 279.

<sup>2</sup>John Pagen, "Michigan Learned These Seven Bargaining Lessons--the Hard Way," The American School Board Journal, 162 (August, 1975), 37.

<sup>3</sup>Ibid.

contract. Consistency of interpretation within the school district is imperative.

The Iowa Association of School Boards' employee relations staff developed a new service in 1977 to help school boards and administrators acquaint themselves with those areas of their contract which may cause trouble or be difficult to administer. The contract is analyzed by an employee relations consultant. This analysis is returned to the school district in written form detailing suggestions and recommendations concerning language which needs clarification or modification for ease of administration and preservation of inherent management rights. The language in existing contracts which is permissive under PERB (Public Employment Relations Board) negotiability decisions will also be noted. The cost of this service is nominal and is available upon request from any member district in Iowa.<sup>1</sup>

Implementation of contracts by principals must follow the "common law" principle of being fair and reasonable.<sup>2</sup> If the principal is to follow this rule, he must be willing to assume the contract, as written, is fair and reasonable to both the teachers and administrators. If he is able to accept this mode of thinking, his decisions are less likely to be arbitrary, capricious, or discriminatory

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<sup>1</sup>"IASB Negotiations Update," Vol. III, No. 8 (published by the Iowa Association of School Boards, September, 1977).

<sup>2</sup>C. R. Ingils, "Administrators and the Negotiated Contract," The Clearing House, 47, No. 2 (October, 1972), 68.

to either party. The principal should view the agreement as a means of bypassing ideological and professional arguments that have existed.

The principal must be aware of administrative decisions which have been made in the past since such decisions may constitute an "implied" extension of the contract. Generally, decisions and acts by administrators, at any level, are construed to create or to confirm a precedent.<sup>1</sup>

Most problems develop in this area as a result of building principals in the same district applying provisions differently or not applying certain provisions at all. An example of such a situation would be: A district has a master contract provision stating that the teachers' workday will be from 8:30 a.m. to 3:30 p.m. Principal A follows this provision exactly as stated while Principal B allows his teachers to leave after students have left but before 3:30 p.m. If teachers in Building A file a grievance requesting to leave their building in the same manner as teachers in Building B, they will most likely win a favorable ruling because of Principal B's action.

Therefore, it should be assumed that an effective communications system must be developed if principals are to be aware of practices followed by fellow administrators which may affect contract implementation.

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<sup>1</sup>Ibid., p. 70.

Grievance procedures are usually contained in all master contracts. In the School Laws of Iowa, Chapter 20.18, provisions are made for negotiations of grievance procedures. If such procedures are not negotiated, then the grievance procedures established in Chapter 19A of the State Code of Iowa shall be followed.<sup>1</sup> Only grievances concerning interpretation and application of an agreement may be filed under Iowa law.

States, such as Michigan, which do not have this restriction risk the possibility of negotiated procedures allowing grievances to be filed in any area which affects the employee.<sup>2</sup>

Grievances appear to present problems for the principal which are equal to other important phases of collective bargaining. How well principals handle a grievance is sometimes used as a major factor in the evaluation process.<sup>3</sup>

The first step in settling a grievance generally begins with the principal. He must make every attempt to reach a satisfactory solution within the limits of the agreement. If agreement is not reached informally there, the principal usually is required to present his findings

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<sup>1</sup>Larry Bartlett, ed., School Laws of Iowa (Des Moines: State of Iowa, 1977), p. 38E.

<sup>2</sup>Pagen, loc. cit.

<sup>3</sup>M. P. Heller, So Now You're a Principal, (Reston, Virginia: National Association of Secondary School Principals, 1975), p. 14.

in writing for the next step of the procedures.

Many large schools have a person especially trained in labor law and relations who is available as a resource person in such situations. However, most school districts do not have such services; therefore, the principal is solely responsible for preparing a written response. It is very important that principals receive training in all areas of grievance procedures.<sup>1</sup> Knowing such things as grievance hearings should be held of a morning may make the difference in reaching a proper settlement.

It should be noted that in Iowa terms of a collective bargaining agreement may be enforced by civil action in district court. It would certainly be to the principal's advantage to possess knowledge as to arbitration proceedings as well as court proceedings when dealing with a grievance.

The literature reviewed suggests that training or skills are needed in the following areas if principals expect to be successful in implementing negotiated contracts:

1. Analysis of collective bargaining laws in education.
2. Labor laws and labor relations as they relate to collective bargaining in education.
3. Changes in the principal's role and responsibilities resulting from negotiated contracts.
4. Interpretation of contract language.

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<sup>1</sup>Frank W. Lutz and Seymour Evans, "The Union Contract and Principal Leadership in New York City Schools," (Research Report NO-A-059, New York: Center for Urban Education, December, 1968), p. 17.



5. The affect of customs and past practices on contract administration.
6. Grievances and grievance procedures.
7. Communication skills (oral and written) relating to grievance settlement.
8. Arbitration and arbitration procedures.
9. Methods of improving future contracts.

Much has been written about collective bargaining in the past decade. However, most information written during this period deals with the actual bargaining process rather than contract administration. Therefore, literature specifically covering contract implementation is limited.

## Chapter 3

### PRESENTATION OF DATA

An interview process was used to secure information from principals currently working under master contracts. Their opinions concerning administration of collectively bargained contracts, the training needed to successfully implement such contracts, and suggestions for future training programs comprised the basis for the interview.

The principals interviewed were from schools which are members of two South-Central Iowa athletic conferences. Those conferences are the Bluegrass and the Des Moines River. Data relating to each school's location, rank according to size, and estimated enrollment (K-12) is presented in Appendix A.

These schools were selected because their enrollment represents what is considered an average-sized Iowa school when compared with the 449 school districts in the state. The majority of the principals in these schools do not have an administrative assistant; therefore, each principal has been associated with most phases of collective bargaining.

The information derived from the interview process reflects opinions of principals working under Iowa's Public Employment Relations Act (1974). Therefore, a copy of the

law, including current revisions, is included in this field report (Appendix B).

Each principal from the two conferences was contacted with the exception of the Central Decatur principal who was not available because of a change in employment. It was determined that Moravia and Mormon Trail were not involved in collective bargaining. Seymour was found to have negotiated their first master contract during the current year. Also, North Mahaska did not enter negotiations in 1977-78. Therefore, the principals of these five schools were not interviewed.

Each principal was asked where he had received his administrative training. The majority of the principals had received their training at Drake University, Iowa State University, or the University of Northern Iowa. One principal had received his training at the University of Iowa. Institutions outside Iowa where principals had received training were the University of Illinois, University of Missouri, Northeast Missouri State University, Northwest Missouri State University, and Mankato State University.

The number of years since the principals had received their training ranged from a high of twenty-one years to a low of one year. These figures also represent the range of administrative experience of the interviewed principals. All administrative experience had been acquired in Iowa with the exception of one principal who had experience in Illinois and Wisconsin.

The next question dealt with the course work taken during administrative training that related to collective bargaining. Most principals stated they had received little, if any, training in collective bargaining. Those who had received such training stated the material covered concerned the actual bargaining process rather than administration of a negotiated contract.

When asked how they had attained knowledge in administering master contracts, the principals indicated that workshops sponsored by the Iowa School Board Association and the Iowa Principals Association had been very helpful. Also, visiting with other principals about problems resulting from negotiated contracts had proven to be very beneficial. However, most knowledge had been gained from their personal experiences dealing with a master contract.

When asked if training in collective bargaining should be included as a requirement in principal preparation programs at colleges and universities, every principal interviewed said such training should be required. As a follow-up question, it was asked what areas in collective bargaining should be covered in such training. The following are selected responses:

You really need to know what you're getting in to with collective bargaining. I think it should cover curriculum, class size, and teacher load. Also, grievances and interpretation of contracts should be covered.

I feel one-third of the class should be on the actual bargaining phase, one-third on interpretation of what was bargained, and one-third on what to do with the contract after you have interpreted what it means.

I think that maybe the actual skill of collective bargaining is not as important as is a comprehensive understanding of what takes place, how it takes place, and then the principal's role in carrying that agreement out. There's where I think it is really important for the principal to know what his responsibilities are, once the contract is signed, in carrying that thing out to the Nth degree.

Bargaining techniques, the laws, regulations to form the framework from which you build your contract and, of course, management techniques should be included. Also, the skill you would need to implement the contract. If you don't know how you are going to carry a contract out, how are you going to build one. Grievances would be another area that should be covered.

I think it would be helpful to have people who have served as arbitrators, fact finders, and mediators to come in and visit with graduate students in education. The handling of grievances as well as interpretation and implementation of absence policies in the contract should be covered. We've had problems with what actually falls under personal leave, bereavement leave, and family illness leave. There should also be information dealing with labor laws and the negotiations process.

The principals were also asked what problems they had encountered while working with a negotiated contract. Interpretation seemed to be the major problem in administering the agreement. Most principals felt if they understood what had been negotiated, that fewer difficulties would be encountered. The interviewees related, though, that they believed principals should not be involved in the bargaining process if good communications could be arranged to keep principals aware of what was developing at the

bargaining table. They indicated that such an arrangement would allow less bias on their part when administering the contract.

The final question asked was, what training should be available for principals who did not receive training during their preparation program to deal more effectively with master contracts? The following answers reflect their various ideas:

This year I will be looking for a college or university that offers a course in negotiations. I feel that since I received my degree and training some years ago, I must go out and learn the new set of rules brought about by collective bargaining. My personal opinion is that maybe a week workshop in the summer when superintendents and principals would have time to attend would be very beneficial. I think the universities would really be serving the public school administrators by offering workshops in the form of a retreat, especially during the summer. I feel it is the principal's as well as the superintendent's responsibility to keep up with what is going on in collective bargaining. I know a lot of administrators who don't look at the material; they feel they have all the training needed; they're certified and they don't need it. Every year when negotiations comes around there's another new twist thrown into the ballgame from both sides. The way the finances are coming, dropping enrollment and everything, you had better be on your toes.

I think the workshop approach is best. Someone who has had experience in collective bargaining can tell you what to be prepared for and what not to be prepared for.

I think since we belong to professional organizations it is their responsibility to provide training sessions. It should be an annual affair sponsored by school board associations and the administrators associations rather than each association. These training sessions should

include a general meeting as well as beginning level indoctrination.

I feel universities should work in conjunction with the principals association to develop courses, workshops, and seminars which would meet the needs of the principals in Iowa. There should be an emphasis on using practitioners when setting up the content of these activities. Such people have the experience and the practical background.

In comparing the necessary training for successful implementation of negotiated contracts to the training principals possess, it was found that principals were not adequately trained, if one defines training as that knowledge gained from college courses, workshops, or seminars. Most principals interviewed had not received formal training in any phase of collective bargaining. Their knowledge in this area had been by personal inquiry or trial and error. The principals indicated they felt very insecure when implementing contracts even though most of their contracts were not very complex, yet.

Since Iowa's law is relatively new, principals may be able to exist with little formal training in contract administration. As contracts become more complex, special training will be absolutely necessary.

In order to determine what training was presently available in Iowa through universities and colleges, a letter (Appendix C) was sent to each of the four universities providing training in educational administration. Those universities were: Drake University, Iowa State University, University of Iowa, and University of Northern Iowa. It

was requested that the course of study followed by prospective principals be forwarded. Additionally, course descriptions of those classes which dealt totally or in part with collective bargaining were requested. The information received from the universities was as follows:

Table 1

DRAKE UNIVERSITY  
Principal Preparation - Course of Study

Course No.	Course Title	Credit
Ed. 200	School Administration	3.0
Ed. 210	The Principalship	2.0
Ed. 220	Supervision of Instruction	3.0
Ed. 225	Personnel Administration in Education	2.0
Ed. 240	School Law	3.0
Ed. 250	Political, Social, Economic Power Structure and the Schools	2.0
Ed. 261	Administration Internship or Practi- cum in the Secondary School or	2.0
Ed. 260	Administration Internship or Practi- cum in the Elementary School	2.0
Ed. 267	Seminar in Secondary Administration	1.0
Ed. 268	Seminar in Secondary Administration or	1.0
Ed. 265	Seminar in Elementary Administration	1.0
Ed. 266	Seminar in Elementary Administration	1.0
Ed. 253	The Helping Services	3.0
Ed. 276	Principles of School Curriculum	3.0
Ed. 201	Elementary Statistical Methods	3.0
Electives - General electives to be selected with the approval of an advisor from graduate level courses which are relevant to the functions of the school administrator.		8-9.0

In addition to the above master of science requirements of thirty-six semester hours, Drake University has a



forty-six hour program which adds the following courses:

Ed. 241	School Business Management	2.0
Ed. 283	Introduction to Electronic Data Processing	2.0
Ed. 202	Methods of Educational Research	3.0

Elementary certification requires:

Ed. 226	Research and Instruction in the Teaching of Mathematics or Improving the Reading Program	3.0
Ed. 229		3.0

Secondary certification requires:

Electives from Secondary Curriculum and Instruction	3.0
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The course description furnished by Drake University indicates Iowa school laws are covered in great detail in the class 240 School Law. However, contract administration is not specifically mentioned in any of the course descriptions.

Table 2

IOWA STATE UNIVERSITY  
Principal Preparation - Course of Study

Course No.	Course Title	Credit*
Gu-Co.530	Principles and Practice in Guidance	3.0
Ed.Adm.541	Introduction to Educational Administration	3.0
Cur.Md.542	Secondary Curriculum	3.0
Ed.Adm.543	Administration of School Personnel	3.0
Ed.Adm.557	Supervision of School Personnel	3.0
Ed.Adm.546	School Business Management	3.0
Ed.Adm.548	Educational Policymaking and Interpretation	3.0
Ed.Adm.577	Administration of Secondary Schools or	3.0
Ed.Adm.555	Organization and Administration of Junior High/Middle School	3.0
Res.Ev.550	Educational Statistics	3.0
Res.Ev.515	Evaluation of Educational Outcomes	3.0
Ed.Adm.590E	Creative Component (Educational Administration Special Topics)	3.0
	Cognates (not in Ed. Admin.)	15.0

\*Quarter Hours

Iowa State has no work required during the masters program which focuses specifically on master contract administration. Ed. Adm. 543 (School Personnel Administration I) does make incidental references to contract administration responsibilities for the building principal. There are two courses available at Iowa State which deal with the collective bargaining law. They are: Ed. Adm. 575 (School Law) which focuses on the actual bargaining law among many other areas of emphasis; and Ed. Adm. 643 (School Personnel Administration II) which devotes about two-thirds of the course work to all aspects of public sector bargaining including contract administration, impasse procedures, and negotiations.

Table 3

UNIVERSITY OF IOWA  
Principal Preparation - Course of Study

Course No.	Course Title	Credit
7C:270	Issues and Trends in School Guidance	2-3
7D:201	Foundations of School Administration	3.0
7F:117	Philosophies of Education	2-3
7P:131	Educational Psychology	3-4
7P:143	Introduction to Statistical Methods	3.0
7D:261	Elementary School Principal	3.0
7S:260	Secondary School Administration	3.0
7D:262	Elementary School Organizations	3.0
	Patterns	3.0
7E:300	Elementary Curriculum	2-3
7S:291	Secondary School Curriculum	2-3
7S:186	Curriculum Foundations	2-3
7D:304	Seminar: Elementary Supervision	2-3
	and Administration	2-3
7E:380	Supervision of Instruction	2-3
7D:203	Computer Applications in Education	2-3
7S:290	Improving Instruction in the	3.0
	Secondary School	

A minimum of twenty semester hours is required from the courses just listed. Course selection must be made in conjunction with the student's advisor. According to the University of Iowa course descriptions, there are two courses offered which deal with collective bargaining. These courses are: 7D:291 (Administration of Professional Personnel) and 7D:298 (Legal Aspects of School Personnel). However, neither of these courses are required as part of the degree or certification requirements.

Table 4

UNIVERSITY OF NORTHERN IOWA  
Principal Preparation - Course of Study

Course No.	Course Title	Credit
25:294	Educational Research	3.0
20:214	Advanced Educational Psychology	2.0
	and/or	
26:234	Philosophy of Education	2.0
27:102g	Introduction to Educational Admin- istration	3.0
27:204	School and Community Relations	3.0
27:228	Administration - Secondary School	3.0
	or	
27:221	Administration - Elementary School	3.0
27:227	Curriculum Development in the Secondary School or	3.0
27:220	Curriculum Development in the Elementary School	3.0
27:230	School Laws	2.0
27:290	Practicum - School Administration	3.0
A minimum of one course in Child Growth, Educational Psychology, Guid- ance, or Education of the Exceptional Child is required in addition to the courses listed above. Cognates make up the balance of the 30 semester hours required for graduation.		

Course descriptions furnished by the University of Northern Iowa do not show any course offerings dealing with collective bargaining.

The courses of study at the four Iowa universities were compared with the training requirements necessary for successful administration of negotiated contracts as determined by the review of literature and the interview process. The course descriptions obtained from the universities were very general in nature; therefore, the exact content of a particular course was very difficult to determine. Only five courses (two at Iowa State University, two at the University of Iowa, and one at Drake University) dealt with collective bargaining according to the course descriptions. Only one of these courses, Drake University's ED 240 (School Law), is required in a principal preparation program. Therefore, from the information available, none of the four Iowa universities offer specific training in administration of collectively bargained contracts as part of their program leading to the certification of principals.

## Chapter 4

### SUMMARY, CONCLUSIONS, AND RECOMMENDATIONS

#### SUMMARY

The administration of collectively bargained contracts is a subject that has had limited exploration as evidenced by the shortage of literature available which deals specifically with this area. Most literature which has been written on the subject of collective bargaining expounds on the bargaining phase with limited comments concerning other phases of the process.

The literature reviewed indicated skills and areas of training which would be beneficial to principals in administering master contracts.

The interview process used to gain information for this field report consisted of questioning principals working with master contracts negotiated under Iowa's collective bargaining law. General areas dealt with during the interview were administrative training, contract administration training, and suggested contract administration training.

Most principals interviewed indicated training was definitely needed by principals in contract administration. There was some difference of opinion as to the responsibility for providing such training. Also, the principals

stated few major problems had developed with their current master contract; however, they did not expect that to continue as contracts become more complex. The skills and areas of training needed for proper contract administration as stated by the interviewees were very similar to those determined from the literature reviewed.

Courses of study and course descriptions from Iowa's four universities which provide training in educational administration did not reveal that training was available which would meet the needs expressed by the principals or the needs determined by the review of the literature. The majority of the collective bargaining training was included in educational specialists or doctoral programs.

### CONCLUSIONS

This field report has found that most persons involved in collective bargaining are more concerned with contract negotiations than they are with contract administration. The principal may be the only one who has an opposite view since he must administer what others have negotiated. The principal is expected to be knowledgeable in this area; however, very little training is available concerning contract administration. This training appears to be as important as, if not more important than, other areas of training now included in principal preparation programs. The same may generally be said of workshops or seminars presented by professional associations.

Since Iowa has had collective bargaining for such a short time, the effect of the law is just beginning to be felt. This can readily be seen by the increase of PERB (Public Employment Relations Board) rulings during the past two years. Contract administration will become more complicated for the principal which will in turn require more of his time if properly executed.

#### RECOMMENDATIONS

If principals are to be properly trained in contract administration, a two-step approach is needed. First, a specific course on collective bargaining as it relates to the building principal should be required in all principal preparation programs. Second, workshops and seminars should be available which would inform practicing principals of current trends in contract administration. Also, these workshops and seminars would be beneficial to principals who received their training in states other than Iowa.

Universities and principal associations should work closely to develop such programs. Practitioners should be used as the major resource in planning program content.

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## APPENDIXES

## APPENDIX A

LOCATION BY COUNTY, RANK BY ENROLLMENT, AND  
ESTIMATED ENROLLMENT OF BLUEGRASS AND  
DES MOINES RIVER ATHLETIC CONFERENCE SCHOOLS

School	County	Rank*	Estimated Enrollment
Bluegrass Conference			
Central Decatur	Decatur	140	892
Lamoni	Decatur	287	451
Melcher-Dallas	Marion	239	570
Moravia	Appanoose	296	434
Mormon Trail	Decatur	249	546
Seymour	Wayne	261	511
Southeast Warren	Warren	165	806
Wayne	Wayne	170	782
Des Moines River Conference			
Colfax	Jasper	173	771
Eddyville	Wapello	161	817
Lynnville-Sully	Jasper	212	635
Monroe	Jasper	172	774
North Mahaska	Mahaska	220	622
Pleasantville	Marion	175	770
Prairie City	Jasper	284	460
Twin Cedars	Marion	200	699

\*404 of the 449 School Districts Reporting. Obtained from the Annual Statistical Report to Iowa School Districts 1977-78. Prepared by Research and Evaluation Program, Grant Wood Educational Agency, November 1, 1977.

## APPENDIX B

PUBLIC EMPLOYMENT RELATIONS  
(Collective Bargaining)

20.1 Public Policy. The general assembly declares that it is the public policy of the state to promote harmonious and co-operative relationships between government and its employees by permitting public employees to organize and bargain collectively; to protect the citizens of this state by assuring effective and orderly operations of government in providing for their health, safety, and welfare; to prohibit and prevent all strikes by public employees; and to protect the rights of public employees to join or refuse to join, and to participate in or refuse to participate in, employee organizations.

20.2 Title. This chapter shall be known as the "Public Employment Relations Act."

20.3 Definitions. When used in this chapter, unless the context otherwise requires:

1. "Public employer" means the state of Iowa, its boards, commissions, agencies, departments, and its political subdivisions including school districts and other special purpose districts.

2. "Governing body" means the board, council, or commission, whether elected or appointed, of a political subdivision of this state, including school districts and other special purpose districts, which determines the policies for the operation of the political subdivision.

3. "Public employee" means any individual employed by a public employer, except individuals exempted under the provisions of section 20.4.

4. "Employee organization" means an organization of any kind in which public employees participate and which exists for the primary purpose of representing public employees in their employment relations.

5. "Board" means the public employment relations board established under section 20.5.

6. "Strike" means a public employee's refusal, in concerted action with others, to report to duty, or his willful absence from his position, or his stoppage of work, or his abstinence in whole or in part from the full, faithful, and

proper performance of the duties of employment, for the purpose of inducing, influencing or coercing a change in the conditions, compensation, rights, privileges or obligations of public employment.

7. "Confidential employee" means any public employee who works in the personnel offices of a public employer or who has access to information subject to use by the public employer in negotiating or who works in a close continuing working relationship with public officers or representatives associated with negotiating on behalf of the public employer.

"Confidential employee" also includes the personal secretary of any of the following: Any elected official or person appointed to fill a vacancy in an elective office, member of any board or commission, the administrative officer, director, or chief executive officer of a public employer or major division thereof, or the deputy or first assistant of any of the foregoing.

8. "Mediation" means assistance by an impartial third party to reconcile an impasse between the public employer and the employee organization through interpretation, suggestion, and advice.

9. "Arbitration" means the procedure whereby the parties involved in an impasse submit their differences to a third party for a final and binding decision or as provided in this chapter.

10. "Impasse" means the failure of a public employer and the employee organization to reach agreement in the course of negotiations.

11. "Professional employee" means any one of the following:

a. Any employee engaged in work:

(1) Predominantly intellectual and varied in character as opposed to routine mental, manual, mechanical or physical work;

(2) Involving the consistent exercise of discretion and judgment in its performance;

(3) Of such a character that the output produced or the result accomplished cannot be standardized in relation to a given period of time; and

(4) Requiring knowledge of an advanced type in a field of science or learning customarily acquired by a prolonged course of specialized intellectual instruction and study in an institution of higher learning or a hospital, as distinguished from a general academic education or from an apprenticeship or from training in the performance of routine mental, manual, or physical processes.

b. Any employee who:

(1) Has completed the courses of specialized intellectual instruction and study described in paragraph "a", subparagraph 4, of this subsection, and

(2) Is performing related work under the supervision of a professional person to qualify himself or herself to become a professional employee as defined in paragraph "a" of this subsection.

12. "Fact-finding" means the procedure by which a qualified person shall make written findings of fact and recommendations for resolution of an impasse.

20.4 Exclusions. The following public employees shall be excluded from the provisions of this chapter:

1. Elected officials and persons appointed to fill vacancies in elective offices, and members of any board or commission.

2. Representatives of public employer, including the administrative officer, director or chief executive officer of a public employer or major division thereof as well as his deputy, first assistant, and any supervisory employees.

Supervisory employee means any individual having authority in the interest of the public employer to hire, transfer, suspend, layoff, recall, promote, discharge, assign, reward or discipline other public employees, or the responsibility to direct them, or to adjust their grievances, or effectively to recommend such action, if in connection with the foregoing exercise of such authority is not of a merely routine or clerical nature, but requires the use of independent judgment. All school superintendents, assistant superintendents, principals and assistant principals shall be deemed to be supervisory employees.

3. Confidential employees.

4. Students working as part-time public employees twenty hours per week or less except graduate or other postgraduate students in preparation for a profession who are engaged in academically related employment as a teaching, research, or service assistant.

5. Temporary public employees employed for a period of four months or less.

6. Commissioned and enlisted personnel of the Iowa national guard.

7. Judges of the supreme court, district judges, district associate judges and judicial magistrates, and the employees of such judges and courts.

8. Patients and inmates employed, sentenced or committed to any state or local institution.

9. Persons employed by the state department of justice.

10. Persons employed by the commission for the blind.

20.5 Public employment relations board.

1. There is established a board to be known as the "Public Employment Relations Board." The board shall consist of three members appointed by the governor, with approval of two-thirds of the senate. No more than two members shall be of the same political affiliation and no member shall engage in any political activity while holding office and the members shall devote full time to their duties.

Each member shall be appointed for a term of four years, except that of the members first appointed, two members shall be appointed for a term of two years commencing July 1, 1974 and ending June 30, 1976, and one member shall be appointed for a term of four years commencing July 1, 1974 and ending June 30, 1978.

The member first appointed for a term of four years shall serve as chairman and each of his successors shall also serve as chairman.

2. Any vacancy on the commission which may occur when the general assembly is not in session shall be filled by appointment by the governor, which appointment shall expire at the end of thirty days following the convening of the next session of the general assembly. Prior to the expiration of the thirty-day period, the governor shall transmit to the senate for its approval the name of the appointee for the unexpired portion of the regular term. Any vacancy occurring when the general assembly is in session shall be filled in the same manner as regular appointments are made, and before the end of such session, and for the unexpired portion of the regular term.

3. In selecting the members of the board, consideration shall be given to their knowledge, ability, and experience in the field of labor-management relations. The chairman shall receive an annual salary of twenty-four thousand (24,000) dollars. The remaining two members shall each receive an annual salary equal to ninety percent of the salary received by the chairman.

4. The board may employ such persons as are necessary for the performance of its functions. Personnel of the board shall be employed pursuant to the provisions of chapter 19A.



5. Members of the board and other employees of the board shall be allowed their actual and necessary expenses incurred in the performance of their duties. All expenses and salaries shall be paid from appropriations for such purposes and the board shall be subject to the budget requirements of chapter 8.

20.6 General powers and duties of the board. The board shall:

1. Administer the provisions of this chapter.
2. Collect, for public employers other than the state and its boards, commissions, departments, and agencies, data and conduct studies relating to wages, hours, benefits and other terms and conditions of public employment and make the same available to any interested person or organization.
3. Maintain, after consulting with employee organizations and public employers, a list of qualified persons representative of the public to be available to serve as mediators and arbitrators and establish their compensation rates.
4. Hold hearings and administer oaths, examine witnesses and documents, take testimony and receive evidence, issue subpoenas to compel the attendance of witnesses and the production of records, and delegate such power to a member of the board, or persons appointed or employed by the board, including hearing officers for the performance of its functions. The board may petition the district court at the seat of government or of the county wherein any hearing is held to enforce a board order compelling the attendance of witnesses and production of records.
5. Adopt rules in accordance with the provisions of chapter 17A as it may deem necessary to carry out the purposes of this chapter.

20.7 Public employer rights. Public employers shall have, in addition to all powers, duties, and rights established by constitutional provision, statute, ordinance, charter, or special act, the exclusive power, duty and the right to:

1. Direct the work of its public employees.
2. Hire, promote, demote, transfer, assign and retain public employees in positions within the public agency.
3. Suspend or discharge public employees for proper cause.
4. Maintain the efficiency of governmental operations.

5. Relieve public employees from duties because of lack of work or for other legitimate reasons.

6. Determine and implement methods, means, assignments and personnel by which the public employer's operations are to be conducted.

7. Take such actions as may be necessary to carry out the mission of the public employer.

8. Initiate, prepare, certify and administer its budget.

9. Exercise all powers and duties granted to the public employer by law.

20.8 Public employee rights. Public employees shall have the right to:

1. Organize, or form, join, or assist any employee organization.

2. Negotiate collectively through representatives of their own choosing.

3. Engage in other concerted activities for the purpose of collective bargaining or other mutual aid or protection insofar as any such activity is not prohibited by this chapter or any other law of the state.

4. Refuse to join or participate in the activities of employee organizations, including the payment of any dues, fees or assessments or service fees of any type.

20.9 Scope of negotiations. The public employer and the employee organization shall meet at reasonable times, including meetings reasonably in advance of the public employer's budget-making process, to negotiate in good faith with respect to wages, hours, vacations, insurance, holidays, leaves of absence, shift differentials, overtime compensation, supplemental pay, seniority, transfer procedures, job classifications, health and safety matters, evaluation procedures, procedures for staff reductions, in-service training and other matters mutually agreed upon. Negotiations shall also include terms authorizing dues checkoff for members of the employee organization and grievance procedures for resolving any questions arising under the agreement, which shall be embodied in a written agreement and signed by the parties. If an agreement provides for dues checkoff, a member's dues may be checked off only upon the member's written request and the member may terminate the dues checkoff at any time by giving thirty days' written notice. Such obligation to negotiate in good faith does not compel either party to agree to a proposal or make a concession.

Nothing in this section shall diminish the authority and power of the merit employment department, board of regents' merit system, educational radio and television facility board's merit system, or any civil service commission established by constitutional provision, statute, charter or special act to recruit employees, prepare, conduct and grade examinations, rate candidates in order of their relative scores for certification for appointment or promotion or for other matters of classification, reclassification, or appeal rights in the classified service of the public employer served.

All retirement systems shall be excluded from the scope of negotiations.

#### 20.10 Prohibited practices.

1. It shall be a prohibited practice for any public employer, public employee or employee organization to willfully refuse to negotiate in good faith with respect to the scope of negotiations as defined in section 20.9.

2. It shall be a prohibited practice for a public employer or his designated representative willfully to:

a. Interfere with, restrain or coerce public employees in the exercise of rights granted by this chapter.

b. Dominate or interfere in the administration of any employee organization.

c. Encourage or discourage membership in any employee organization, committee or association by discrimination in hiring, tenure, or other terms or conditions of employment.

d. Discharge or discriminate against a public employee because he has filed an affidavit, petition or complaint or given any information or testimony under this chapter, or because he has formed, joined or chosen to be represented by any employee organization.

e. Refuse to negotiate collectively with representatives of certified employee organizations as required in this chapter.

f. Deny the rights accompanying certification or exclusive recognition granted in this chapter.

g. Refuse to participate in good faith in any agreed upon impasse procedures or those set forth in this chapter.

h. Engage in a lockout.

i. Picket for any unlawful purpose.

3. It shall be a prohibited practice for public employees or an employee organization or for any person, union or organization or their agents willfully to:

a. Interfere with, restrain, coerce or harass any public employee with respect to any of his rights under this chapter or in order to prevent or discourage his exercise of any such right, including, without limitation, all rights under section 20.8.

b. Interfere, restrain, or coerce a public employer with respect to rights granted in this chapter or with respect to selecting a representative for the purposes of negotiating collectively on the adjustment of grievances.

c. Refuse to bargain collectively with a public employer as required in this chapter.

d. Refuse to participate in good faith in any agreed upon impasse procedures or those set forth in this chapter.

e. Violate section 20.12.

f. Violate the provisions of sections 736B.1 to 736B.3, which are hereby made applicable to public employers, public employees and public employee organizations.

g. Picket in a manner which interferes with ingress and egress to the facilities of the public employer.

h. Engage in, initiate, sponsor or support any picketing that is performed in support of a strike, work stoppage, boycott or slowdown against a public employer.

4. The expressing of any views, argument or opinion, or the dissemination thereof, whether in written, printed, graphic, or visual form, shall not constitute or be evidence of any unfair labor practice under any of the provisions of this chapter, if such expression contains no threat of reprisal or force or promise of benefit.

#### 20.11 Prohibited practice violations.

1. Proceedings against a party alleging a violation of section 20.10, shall be commenced by filing a complaint with the board within ninety days of the alleged violation causing a copy of the complaint to be served upon the accused party in the manner of an original notice as provided in this chapter. The accused party shall have ten days within which to file a written answer to the complaint. However, the board may conduct a preliminary investigation of the alleged violation, and if the board determines that the complaint has no basis in fact, the board may discuss the complaint. The board shall promptly thereafter set a time and

place for hearing in the county where the alleged violation occurred. The parties shall be permitted to be represented by counsel, summon witnesses, and request the board to subpoena witnesses on the requestor's behalf. Compliance with the technical rules of pleading and evidence shall not be required.

2. The board may designate a hearing officer to conduct the hearing. The hearing officer shall have such powers as may be exercised by the board for conducting the hearing and shall follow the procedures adopted by the board for conducting the hearing. The decision of the hearing officer may be appealed to the board and the board may hear the case de novo or upon the record as submitted before the hearing officer, utilizing procedures governing appeals to the district court in this section so far as applicable.

3. The board shall appoint a certified shorthand reporter to report the proceedings and the board shall fix the reasonable amount of compensation for such service, which amount shall be taxed as other costs.

4. The board shall file its findings of fact and conclusions of law. If the board finds that the party accused has committed a prohibited practice, the board may, within thirty days of its decision, enter into a consent order with the party to discontinue the practice, or petition the district court for injunctive relief pursuant to rules of civil procedure 320 to 330.

5. Any party aggrieved by any decision or order of the board may within ten days from the date such decision or order is filed, appeal therefrom to the district court of the county in which the hearing was held, by filing with the board a written notice of appeal setting forth in general terms the decision appealed from and the grounds of the appeal. The board shall forthwith give notice to the other parties in interest.

6. Within thirty days after a notice of appeal is filed with the board, it shall make, certify, and file in the office of the clerk of court to which the appeal is taken, a full and complete transcript of all documents in the case, including any depositions and a transcript or certificate of the evidence together with the notice of appeal.

7. The appeal shall be triable at any time after the expiration of twenty days from the date of filing the transcript by the board and after twenty days' notice in writing by either party and the board upon the other.

8. The transcript as certified and filed by the board shall be the record on which the appeal shall be heard, and

no additional evidence shall be heard. In the absence of fraud, the findings of fact made by the board shall be conclusive if supported by substantial evidence on the record considered as a whole.

9. Any order or decision of the board may be modified, reversed, or set aside on one or more of the following grounds and on no other:

- a. If the board acts without or in excess of its powers.
- b. If the order was procured by fraud or is contrary to law.
- c. If the facts found by the board do not support the order.
- d. If the order is not supported by a preponderance of the competent evidence on the record considered as a whole.

10. When the district court, on appeal, reverses or sets aside an order or decision of the board, it may remand the case to the board for further proceedings in harmony with the holdings of the court, or it may enter the proper judgment, as the case may be. Such judgment or decree shall have the same force and effect as if action had been originally brought and tried in said court. The assessment of costs in such appeals shall be in the discretion of the court.

11. An appeal may be taken to the supreme court from any final order, judgment, or decree of the district court.

#### 20.12 Strikes prohibited.

1. It shall be unlawful for any public employee or any employee organization, directly or indirectly, to induce, instigate, encourage, authorize, ratify or participate in a strike against any public employer.

2. It shall be unlawful for any public employer to authorize, consent to, or condone a strike; or to pay or agree to pay any increase in compensation or benefits to any public employee in response to or as a result of any strike or any act which violates subsection 1. It shall be unlawful for any official, director, or representative of any public employer to authorize, ratify or participate in any violation of this subsection. Nothing in this subsection shall prevent new or renewed bargaining and agreement within the scope of negotiations as defined by this chapter, at any time after such violation of subsection 1 has ceased; but it shall be unlawful for any public employer or employee

organization to bargain at any time regarding suspension or modification of any penalty provided in this section or regarding any request by the public employer to a court for such suspension or modification.

3. In the event of any violation or imminently threatened violation of subsection 1 or 2, any citizen domiciled within the jurisdictional boundaries of the public employer may petition the district court for the county in which the violation occurs or the district court for Polk county for an injunction restraining such violation or imminently threatened violation. Rules of civil procedure 320 to 330 regarding injunctions shall apply. However, the court shall grant a temporary injunction if it appears to the court that a violation has occurred or is imminently threatened; the plaintiff need not show that the violation or threatened violation would greatly or irreparably injure him; and no bond shall be required of the plaintiff unless the court determines that a bond is necessary in the public interest. Failure to comply with any temporary or permanent injunction granted pursuant to this section shall constitute a contempt punishable pursuant to chapter 665. The punishment shall not exceed five hundred dollars for an individual, or ten thousand dollars for an employee organization or public employer, for each day during which the failure to comply continues, or imprisonment in a county jail not exceeding six months, or both such fine and imprisonment. An individual or an employee organization which makes an active good faith effort to comply fully with the injunction shall not be deemed to be in contempt.

4. If a public employee is held to be in contempt of court for failure to comply with an injunction pursuant to this section, or is convicted of violating this section, he shall be ineligible for any employment by the same public employer for a period of twelve months. His public employer shall immediately discharge him, but upon his request the court shall stay his discharge to permit further judicial proceedings.

5. If an employee organization or any of its officers is held to be in contempt of court for failure to comply with an injunction pursuant to this section, or is convicted of violating this section, the employee organization shall be immediately decertified, shall cease to represent the bargaining unit, shall cease to receive any dues by check-off, and may again be certified only after twelve months have elapsed from the effective date of decertification and only after a new compliance with section 20.14. The penalties provided in this section may be suspended or modified by the court, but only upon request of the public employer and only if the court determines the suspension or modification is in the public interest.

6. Each of the remedies and penalties provided by this section is separate and several, and is in addition to any other legal or equitable remedy or penalty.

#### 20.13 Bargaining unit determination.

1. Board determination of an appropriate bargaining unit shall be upon petition filed by a public employer, public employee, or employee organization.

2. Within thirty days of receipt of a petition or notice to all interested parties if on its own initiative, the board shall conduct a public hearing, receive written or oral testimony, and promptly thereafter file an order defining the appropriate bargaining unit. In defining the unit, the board shall take into consideration, along with other relevant factors, the principles of efficient administration of government, the existence of a community of interest among public employees, the history and extent of public employee organization, geographical location, and the recommendations of the parties involved.

3. Appeals from such order shall be governed by appeal provisions provided in section 20.11.

4. Professional and nonprofessional employees shall not be included in the same bargaining unit unless a majority of both agree.

#### 20.14 Bargaining representative determination.

1. Board certification of an employee organization as the exclusive bargaining representative of a bargaining unit shall be upon a petition filed with the board by a public employer, public employee, or an employee organization and an election conducted pursuant to section 20.15.

2. The petition of an employee organization shall allege that:

a. The employee organization has submitted a request to a public employer to bargain collectively with a designated group of public employees.

b. The petition is accompanied by written evidence that thirty percent of such public employees are members of the employee organization or have authorized it to represent them for the purposes of collective bargaining.

3. The petition of a public employee shall allege that an employee organization which has been certified as the bargaining representative does not represent a majority of such public employees and that the petitioners do not want to be



represented by an employee organization or seek certification of an employee organization.

4. The petition of a public employer shall allege that it has received a request to bargain from an employee organization which has not been certified as the bargaining representative of the public employees in an appropriate bargaining unit.

5. The board shall investigate the allegation of any petition and shall give reasonable notice of the receipt of such a petition to all public employees, employee organization and public employers named or described in such petitions or interested in the representation questioned. The board shall thereafter call an election under section 20.15, unless:

a. It finds that less than thirty percent of the public employees in the unit appropriate for collective bargaining support the petition for decertification or for certification.

b. The appropriate bargaining unit has not been determined pursuant to section 20.13.

6. The hearing and appeal procedures shall be the same as provided in section 20.11.

#### 20.15 Elections.

1. Upon the filing of a petition for certification of an employee organization, the board shall submit a question to the public employees at an election in an appropriate bargaining unit. The question on the ballot shall permit the public employees to vote for no bargaining representation or for any employee organization which has petitioned for certification or which has presented proof satisfactory to the board or support of ten percent or more of the public employees in the appropriate unit.

2. If a majority of the votes cast on the question is for no bargaining representation, the public employees shall not be represented by an employee organization. If a majority of the votes cast on the question is for a listed employee organization, then the employee organization shall represent the public employees in an appropriate bargaining unit.

3. If none of the choices on the ballot receive the vote of a majority of the public employees voting, the board shall conduct a runoff election among the two choices receiving the greatest number of votes.

4. Upon written objections filed by any party to the election within ten days after notice of the results of the election, if the board finds that misconduct or other circumstances prevented the public employees eligible to vote from freely expressing their preferences, the board may invalidate the elections and hold a second election for the public employees.

5. Upon completion of a valid election in which the majority choice of the employees voting is determined, the board shall certify the results of the election and shall give reasonable notice of the order to all employee organizations listed on the ballot, the public employers, and the public employees in the appropriate bargaining unit.

6. A petition for certification as an exclusive bargaining representative shall not be considered by the board for a period of one year from the date of the certification or noncertification of an exclusive bargaining representative or during the duration of a collective bargaining agreement which shall not exceed two years. A collective bargaining agreement with the state, its boards, commissions, departments, and agencies shall be for two years and the provisions of a collective bargaining agreement except agreements agreed to or tentatively agreed to prior to July 1, 1977, or arbitrators' award affecting state employees shall not provide for renegotiations which would require the refinancing of salary and fringe benefits for the second year of the term of the agreement, except as provided in section 20.17, subsection 6, and the effective date of any such agreement shall be July first of odd-numbered years, certified on a date which will prevent the negotiation of a collective bargaining agreement prior to July first of odd-numbered years for a period of two years, the certified collective bargaining representative may negotiate a one year contract with a public employer which shall be effective from July first of the even-numbered year to July first of the succeeding odd-numbered year when new contracts shall become effective. However, if a petition for decertification is filed during the duration of a collective bargaining agreement, the board shall award an election under this section not more than one hundred eighty days nor less than one hundred fifty days prior to the expiration of the collective bargaining agreement. If an employee organization is decertified, the board may receive petitions under section 20.14, provided that no such petition and no election conducted pursuant to such petition within one year from decertification shall include as a party the decertified employee organization.

20.16 Duty to bargain. Upon the receipt by a public employer of a request from an employee organization to

bargain on behalf of public employees, the duty to engage in collective bargaining shall arise if the employee organization has been certified by the board as the exclusive bargaining representative for the public employees in that bargaining unit.

#### 20.17 Procedures.

1. The employee organization certified as the bargaining representative shall be the exclusive representative of all public employees in the bargaining unit and shall represent all public employees fairly. However, any public employee may meet and adjust individual complaints with a public employer.

2. The employee organization and the public employer may designate any individual as its representative to engage in collective bargaining negotiations.

3. Negotiating sessions, including strategy meetings of public employers, or employee organizations, mediation and the deliberative process of arbitrators shall be exempt from the provisions of chapter 28A. Hearings conducted by arbitrators shall be open to the public.

4. The terms of a proposed collective bargaining agreement shall be made public and reasonable notice shall be given to the public employees prior to a ratification election. The collective bargaining agreement shall become effective only if ratified by a majority of those voting by secret ballot.

5. Terms of any collective bargaining agreement may be enforced by a civil action in the district court of the county in which the agreement was made upon the initiative of either party.

6. No collective bargaining agreement or arbitrators' decision shall be valid or enforceable if its implementation would be inconsistent with any statutory limitation on the public employer's funds, spending or budget or would substantially impair or limit the performance of any statutory duty by the public employer. A collective bargaining agreement or arbitrators' award may provide for benefits conditional upon specified funds to be obtained by the public employer, but the agreement shall provide either for automatic reduction of such conditional benefits or for additional bargaining if the funds are not obtained or if a lesser amount is obtained.

7. If agreed to by the parties nothing in this chapter shall be construed to prohibit supplementary bargaining in behalf of public employees in a part of the bargaining unit concerning matters uniquely affecting those public employees

or co-operation and co-ordination of bargaining between two or more units.

8. The salaries of all public employees of the state under a merit system and all other fringe benefits which are granted to all public employees of the state shall be negotiated with the governor or his designee on a state-wide basis, except those benefits which are not subject to negotiations pursuant to the provisions of section 20.9.

9. A public employee or any employee organization shall not negotiate or attempt to negotiate directly with a member of the governing board of a public employer if the public employer has appointed or authorized a bargaining representative for the purpose of bargaining with the public employees or their representative, unless the member of the governing board is the designated bargaining representative of the public employer.

10. The negotiation of a proposed collective bargaining agreement by representatives of a state public employer and a state employee organization shall be complete not later than March fifteenth of the year when the agreement is to become effective. The board shall provide, by rule, a date on which any impasse item must be submitted to binding arbitration and for such other procedures as deemed necessary to provide for the completion of negotiations of proposed state collective bargaining agreements not later than March fifteenth. The date selected for the mandatory submission of impasse items to binding arbitration shall be sufficiently in advance of March fifteenth to insure that the arbitrators' decision can be reasonably made before March fifteenth.

20.18 Grievance procedures. An agreement with an employee organization which is the exclusive representative of public employees in an appropriate unit may provide procedures for the consideration of public employee grievances and of disputes over the interpretation and application of agreements. Negotiated procedures may provide for binding arbitration of public employees grievances and of disputes over the interpretation and application of existing agreements. An arbitrator's decision on a grievance may not change or amend the terms, conditions or applications of the collective bargaining agreement. Such procedures shall provide for the invoking of arbitration only with the approval of the employee organization, and in the case of an employee grievance, only with the approval of the public employee. The costs of arbitration shall be shared equally by the parties.

Public employees of the state shall follow either the grievance procedures provided in a collective bargaining agreement, or in the event that no such procedures are so

provided, shall follow grievance procedures established pursuant to chapter 19A.

20.19 Impasse procedures--agreement of parties. As the first step in the performance of their duty to bargain, the public employer and the employee organization shall endeavor to agree upon impasse procedures. Such agreement shall provide for implementation of these impasse procedures not later than one hundred twenty days prior to the certified budget submission date of the public employer. If the parties fail to agree upon impasse procedures under the provisions of this section, the impasse procedures provided in sections 20.20 to 20.22 shall apply.

20.20 Mediation. In the absence of an impasse agreement between the parties or the failure of either party to utilize its procedures, one hundred twenty days prior to the certified budget submission date, the board shall, upon the request of either party, appoint an impartial and disinterested person to act as mediator. It shall be the function of the mediator to bring the parties together to effectuate a settlement of the dispute, but the mediator may not compel the parties to agree.

20.21 Fact-finding. If the impasse persists ten days after the mediator has been appointed, the board shall appoint a fact-finder representative of the public, from a list of qualified persons maintained by the board. The fact-finder shall conduct a hearing, may administer oaths, and may request the board to issue subpoenas. The fact-finder shall make written findings of facts and recommendations for resolution of the dispute and, not later than fifteen days from the day of appointment, shall serve such findings on the public employer and the certified employee organization.

The public employer and the certified employee organization shall immediately accept the fact-finder's recommendation or shall within five days submit the fact-finder's recommendations to the governing body and members of the certified employee organization for acceptance or rejection. If the dispute continues ten days after the report is submitted, the report shall be made public by the board.

20.22 Binding arbitration.

1. If an impasse persists after the findings of fact and recommendations are made public by the fact-finder, the parties may continue to negotiate or, the board shall have the power, upon request of either party, to arrange for arbitration, which shall be binding. The request for arbitration shall be in writing and a copy of the request shall be served upon the other party.

2. Each party shall submit to the board within four days of request a final offer on the impasse items with proof of service of a copy upon the other party. Each party shall also submit a copy of a draft of the proposed collective bargaining agreement to the extent to which agreement has been reached and the name of its selected arbitrator. The parties may continue to negotiate all offers until an agreement is reached or a decision rendered by the panel of arbitrators.

As an alternative procedure, the two parties may agree to submit the dispute to a single arbitrator. If the parties cannot agree on the arbitrator within four days, the selection shall be made pursuant to subsection 5. The full costs of arbitration under this provision shall be shared equally by the parties to the dispute.

3. The submission of the impasse items to the arbitrators shall be limited to those issues that had been considered by the fact-finder and upon which the parties have not reached agreement. With respect to each such item, the arbitration board award shall be restricted to the final offers on each impasse item submitted by the parties to the arbitration board or to the recommendation of the fact-finder on each impasse item.

4. The panel of arbitrators shall consist of three members appointed in the following manner:

- a. One member shall be appointed by the public employer.
- b. One member shall be appointed by the employee organization.
- c. One member shall be appointed mutually by the members appointed by the public employer and the employee organization. The last member appointed shall be the chairman of the panel of arbitrators. No member appointed shall be an employee of the parties.
- d. The public employer and employee organization shall each pay the fees and expenses incurred by the arbitrator each selected. The fee and expenses of the chairman of the panel and all other costs of arbitration shall be shared equally.

5. If the third member has not been selected within four days of notification as provided in subsection 2, a list of three arbitrators shall be submitted to the parties by the board. The two arbitrators selected by the public employer and the employee organization shall determine by lot which arbitrator shall remove the first name from the list submitted by the board. The arbitrator having the right to remove the first name shall do so within two days

and the second arbitrator shall have one additional day to remove one of the two remaining names. The person whose name remains shall become the chairman of the panel of arbitrators and shall call a meeting within ten days at a location designated by him.

6. If a vacancy should occur on the panel of arbitrators, the selection for replacement of such member shall be in the same manner and within the same time limits as the original member was chosen. No final selection under subsection 9 shall be made by the board until the vacancy has been filled.

7. The panel of arbitrators shall at no time engage in an effort to mediate or otherwise settle the dispute in any manner other than prescribed in this section.

8. From the time of appointment until such time as the panel of arbitrators makes its final determination, there shall be no discussion concerning recommendations for settlement of the dispute by the members of the panel of arbitrators with parties other than those who are direct parties to the dispute. The panel of arbitrators may conduct formal or informal hearings to discuss offers submitted by both parties.

9. The panel of arbitrators shall consider, in addition to any other relevant factors, the following factors:

a. Past collective bargaining contracts between the parties including the bargaining that led up to such contracts.

b. Comparison of wages, hours and conditions of employment of the involved public employees with those of other public employees doing comparable work, giving consideration to factors peculiar to the area and the classifications involved.

c. The interests and welfare of the public, the ability of the public employer to finance economic adjustments and the effect of such adjustments on the normal standard of services.

d. The power of the public employer to levy taxes and appropriate funds for the conduct of its operations.

10. The chairman of the panel of arbitrators may hold hearings and administer oaths, examine witnesses and documents, take testimony and receive evidence, issue subpoenas to compel the attendance of witnesses and the production of records, and delegate such powers to other members of the panel of arbitrators. The chairman of the panel of arbitrators may petition the district court at the seat of



government or of the county in which any hearing is held to enforce the order of the chairman compelling the attendance of witnesses and the production of records.

11. A majority of the panel of arbitrators shall select within fifteen days after its first meeting the most reasonable offer, in its judgment, of the final offers on each impasse item submitted by the parties, or the recommendations of the fact-finder on each impasse item.

12. The selections by the panel of arbitrators and items agreed upon by the public employer and the employee organization, shall be deemed to be the collective bargaining agreement between the parties.

13. The determination of the panel of arbitrators shall be by majority vote and shall be final and binding subject to the provisions of section 20.17, subsection 6. The panel of arbitrators shall give written explanation for its selection and inform the parties of its decision.

20.23 Legal actions. Any employee organization and public employer may sue or be sued as an entity under the provisions of this chapter. Service upon the public employer shall be in accordance with law or the rules of civil procedure. Nothing in this chapter shall be construed to make any individual or his assets liable for any judgment against a public employer or an employee organization.

20.24 Notice and service. Any notice required under the provisions of this chapter shall be in writing, but service thereof shall be sufficient if mailed by restricted certified mail, return receipt requested addressed to the last known address of the parties, unless otherwise provided in this chapter. Refusal of restricted certified mail by any party shall be considered service. Prescribed time periods shall commence from the date of the receipt of the notice. Any party may at any time execute and deliver an acceptance of service in lieu of mailed notice.

20.25 Internal conduct of employee organizations.

1. Every employee organization which is certified as a representative of public employees under the provisions of this chapter shall file with the board a registration report, signed by its president or other appropriate officer. The report shall be in a form prescribed by the board and shall be accompanied by two copies of the employee organization's constitution and bylaws. A filing by a national or international employee organization of its constitution and bylaws shall be accepted in lieu of a filing of such documents by each subordinate organization. All changes or amendments to such constitutions and bylaws shall be promptly reported to the board.



2. Every employee organization shall file with the board an annual report and an amended report whenever changes are made. The reports shall be in a form prescribed by the board, and shall provide the following information:

a. The names and addresses of the organization, any parent organization or organizations with which it is affiliated, the principal officers, and all representatives.

b. The name and address of its local agent for service of process.

c. A general description of the public employees the organization represents or seeks to represent.

d. The amounts of the initiation fee and monthly dues members must pay.

e. A pledge, in a form prescribed by the board, that the organization will comply with the laws of the state and that it will accept members without regard to age, race, sex, religion, national origin or physical disability as provided by law.

f. A financial report and audit.

3. The constitution or bylaws of every employee organization shall provide that:

a. Accurate accounts of all income and expenses shall be kept, an annual financial report and audit shall be prepared, such accounts shall be open for inspection by any member of the organization, and loans to officers and agents shall be made only on terms and conditions available to all members.

b. Business or financial interests of its officers and agents, their spouses, minor children, parents or otherwise, that conflict with the fiduciary obligation of such persons to the organization shall be prohibited.

c. Every official or employee of an employee organization who handles funds or other property of the organization, or trust in which an organization is interested, or a subsidiary organization, shall be bonded. The amount, scope, and form of the bond shall be determined by the board.

4. The governing rules of every employee organization shall provide for periodic elections by secret ballot subject to recognized safeguards concerning the equal right of all members to nominate, seek office, and vote in such elections, the right of individual members to participate

in the affairs of the organization, and fair and equitable procedures in disciplinary actions.

5. The board shall prescribe rules necessary to govern the establishment and reporting of trusteeships over employee organizations. Establishment of such trusteeships shall be permitted only if the constitution or bylaws of the organization set forth reasonable procedures.

6. An employee organization that has not registered or filed an annual report, or that has failed to comply with other provisions of this chapter, shall not be certified. Certified employee organizations failing to comply with this chapter may have such certification revoked by the board. Prohibitions may be enforced by injunction upon the petition of the board to the district court of the county in which the violation occurs. Complaints of violation of this section shall be filed with the board.

7. Upon the written request of any member of a certified employee organization, the auditor of state may audit the financial records of the certified employee organization.

20.26 Employee organizations--political contributions. Any employee organization shall not make any direct or indirect contribution out of the funds of the employee organization to any political party or organization or in support of any candidate for elective public office.

Any employee organization which violates the provisions of this section or fails to file any required report or affidavit or files a false report or affidavit shall, upon conviction, be subject to a fine of not more than two thousand dollars.

Any person who willfully violates this section, or who makes a false statement knowing it to be false, or who knowingly fails to disclose a material fact shall, upon conviction, be subject to a fine of not more than one thousand dollars or imprisoned for not more than thirty days or shall be subject to both such fine and imprisonment. Each individual required to sign affidavits or reports under this section shall be personally responsible for filing such report or affidavit and for any statement contained therein he knows to be false.

Nothing in this section shall be construed to prohibit voluntary contributions by individuals to political parties or candidates.

Nothing in this section shall be construed to limit or deny any civil remedy which may exist as a result of action which may violate this section.

20.27 Conflict with federal aid. If any provisions of this chapter jeopardizes the receipt by the state or any of its political subdivisions of any federal grant-in-aid funds or other federal allotment of money, the provisions of this chapter shall, insofar as the fund is jeopardized, be deemed to be inoperative.

NEW UNNUMBERED SECTION. A provision of the Code which is inconsistent with any term or condition of a collective bargaining agreement which is made final under this chapter shall supersede the term or condition of the collective bargaining agreement unless otherwise provided by the general assembly.

NEW UNNUMBERED SECTION. Copies of collective bargaining agreements entered into between the state and the state employees' bargaining representatives and made final under chapter twenty (20) of the Code shall be filed with the secretary of state and be made available to the public at cost.

## APPENDIX C

## LETTER OF REQUEST TO UNIVERSITIES

Date

Dear Department Head:

I am presently gathering data as to the educational training available to persons seeking secondary administration certification at Iowa universities. Of particular interest are those courses students would take which would increase an administrator's ability to implement master contracts negotiated under Iowa's collective bargaining law.

Would you please forward the following information:

1. The course of study followed by secondary administration students at (name of university).
2. A course description of those courses which are designed totally or in part to provide training in master contract implementation.

Thank you very much for fulfilling this request.

Sincerely,

Gerald L. Cowell